

remedies available to it by law or equity. Failure of Ameritech to enforce or insist upon compliance with any provisions of this Agreement shall not constitute a waiver thereof nor derogate from Ameritech the right to damages or any other relief.

- (iii) Notwithstanding Section 6.5 (i), charges for Additional Services specified in Paragraph 3.2 herein may be increased by Ameritech at any time upon thirty (30) days prior written notice to Licensee. Notwithstanding the foregoing, all Fees and other charges herein may be decreased by Ameritech at any time without notice.
- (iv) Upon termination, Licensee shall return all of the Listing Information to Ameritech or shall destroy all Listing Information. Termination of this Agreement by Ameritech shall not relieve Licensee of the obligation to pay all amounts owing to Ameritech as of the date of termination or any of its other obligations contained herein.

6.6 Audits- Licensee will be obligated to provide proof of intention to use the Listing Information only for publishing a directory before an Agreement will become effective. Ameritech retains the right to audit the use of the Listing Information provided. If the Licensee fails to demonstrate that Listing Information is being used to publish a directory, Licensor may exercise its options under Section 2.6. It is agreed that the use of Listing Information will be monitored by a combination of one or more methods of computer control and/or planted and/or varied names and addresses, or a combination of the foregoing or other means. The Licensee acknowledges this and consents and agrees to the monitoring. If it is discovered that the Licensee has used the Listing Information or any portion thereof for any purpose other than for producing a directory there will be an additional charge to Licensee and Ameritech may take legal action and may immediately terminate this Agreement. The use of Listing Information shall be open to audit by a certified public accountant or internal Ameritech audit team designated by Ameritech at the principal offices of Licensee upon reasonable prior notice and during regular business hours, provided that such right to audit shall be limited to one such audit per calendar quarter and that such audit shall be conducted at Ameritech's sole expense unless Ameritech discovers that use of the data has been for purposes other than the production of a directory in which event Licensee shall bear the entire expense of the audit and the Agreement may be immediately terminated.

6.7 Notices - All notices and deliveries to Ameritech as contemplated by this Agreement shall be delivered to:

Ameritech Information Industry Services  
Attn.: Dina M. Fisher - Operations Assistant  
23500 Northwestern Hwy., Rm. A-106  
Southfield, Michigan 48075

All notices and deliveries of any kind to Licensee as contemplated by this Agreement shall be delivered to

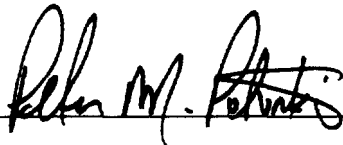
Midwest Directories, Inc.  
Attn: Darrell Kramer - President  
1401 Cranston Road  
Beloit, Wisconsin 53511

- 6.8 Entire Agreement - The terms contained in this Agreement and the attachment(s) and specifications(s) referred to herein, which are incorporated herein by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior understandings and communications, oral or written. This Agreement may not be modified except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year written below.

Ameritech Information Industry Services  
A division of Ameritech Services, Inc.

Midwest Directories, Inc.  
LICENSEE

By: 

By:  Midwest Directories, Inc.

Name: Peter M. Potoski

Name: 

Title: Regional Account Manager

Title: General Mgr.

Date: 10/6/97

Date: 9/24/97



**REQUEST FOR LISTING INFORMATION  
APPENDIX A OF LICENSE AGREEMENT WITH**

PUBLISHING COMPANY \_\_\_\_\_ PUBLICATION DATE \_\_\_\_/\_\_\_\_/\_\_\_\_  
PUBLISHING COMPANY DIRECTORY NAME \_\_\_\_\_ DATE REQUIRED \_\_\_\_/\_\_\_\_/\_\_\_\_  
PRODUCT SPECIFICATIONS: STATE(S) \_\_\_\_\_ AREA CODE(S) \_\_\_\_\_

**PLEASE ATTACH ADDITIONAL SHEET(S) DETAILING EXACT PRODUCT SPECIFICATIONS,  
I.E., EXCHANGES, PREFIXES, COMMUNITIES, ZIP CODES, ETC.**

| LISTING INFORMATION SERVICES ORDER<br>(CHECK APPROPRIATE BOXES)  |  | FOR AMERITECH USE   |   |
|--|--|---|---|
|  |  | # LISTINGS  | CHARGES   |
| <b>BASE FILES</b><br>A. <input type="checkbox"/> BUSINESS LISTINGS<br>B. <input type="checkbox"/> RESIDENCE LISTINGS<br>C. <input type="checkbox"/> 800 / 888 LISTINGS<br>D. <input type="checkbox"/> FOREIGN LISTINGS<br>E. <input type="checkbox"/> OTHER TELCO / LEC LISTINGS<br>(AS PERMITTED BY LICENSE AGREEMENT)<br><input type="checkbox"/> BUS/RES SECTIONALIZATION<br><input type="checkbox"/> BUS/RES INTERFILED<br>F. <input type="checkbox"/> CAMERA READY PHOTOCOMPOSED PAGES<br>PAGE FORMAT INSTRUCTIONS:<br># COLUMNS _____ TYPE SIZE _____ PAGE SIZE _____<br>(ATTACH SAMPLE OR OTHER INFORMATION AS NECESSARY) | <b>UPDATES (N,T,C,D,F,R,X ORDERS)</b><br><input type="checkbox"/> BUSINESS <input type="checkbox"/> RESIDENTIAL<br><input type="checkbox"/> MONTHLY <input type="checkbox"/> MONTHLY<br><input type="checkbox"/> WEEKLY <input type="checkbox"/> WEEKLY<br><input type="checkbox"/> DAILY <input type="checkbox"/> DAILY<br><br><b>ADVANCED LISTINGS ORDERS</b><br><input type="checkbox"/> BUSINESS <input type="checkbox"/> RESIDENTIAL<br><input type="checkbox"/> MONTHLY <input type="checkbox"/> MONTHLY<br><input type="checkbox"/> WEEKLY <input type="checkbox"/> WEEKLY<br><input type="checkbox"/> DAILY <input type="checkbox"/> DAILY | A.  |   |
|  |  | B.  |   |
|  |  | C.  |   |
|  |  | D.  |   |
|  |  | E.  |   |
|  |  | F.  |   |
| <b>NEW CONNECTS (N AND T ORDERS)</b><br><input type="checkbox"/> BUSINESS <input type="checkbox"/> RESIDENTIAL<br><input type="checkbox"/> MONTHLY <input type="checkbox"/> MONTHLY<br><input type="checkbox"/> WEEKLY <input type="checkbox"/> WEEKLY<br><input type="checkbox"/> DAILY <input type="checkbox"/> DAILY  |  |   |   |
|  |  | SUB TOTAL   |   |
|  |  | LESS 50%  |   |
|  |  | TOTAL:  |   |
| <b>MAIL TO:</b><br><b>AMERITECH INFORMATION INDUSTRY SERVICES</b><br><b>ATTN: LINDA J. PARKER</b><br><b>23500 NORTHWESTERN HWY, RM A-106</b><br><b>SOUTHFIELD, MICHIGAN 48075</b><br><b>1-800-824-9415</b>   |  | DATE REQUEST RECV'D<br>AT AMERITECH<br>____/____/____   | DATE PRODUCT<br>EXTRACT SCHEDULED<br>____/____/____ |
|  |  | <b>SHIPPING INSTRUCTIONS:</b>   |   |
| <b>BILLING INSTRUCTIONS:</b><br><br>NAME _____<br>ADDRESS _____<br>CITY _____ STATE _____<br>ZIP _____ ATTN: _____<br>CONTACT NUMBER ( _____ ) _____   |  | COURIER NAME _____  |   |
|  |  | ACCOUNT NUMBER _____  |   |
|  |  | (PLEASE NOTE ON ADDITIONAL SHEETS; IF TAPE AND PRINTOUTS ARE<br>TO BE SHIPPED TO DIFFERENT ADDRESS; OTHERWISE BOTH WILL BE<br>SHIPPED TO ADDRESS SHOWN BELOW) |   |
|  |  | NAME _____  |   |
|  |  | ADDRESS _____   |   |
|  |  | CITY _____ STATE _____  |   |
| ZIP _____ ATTN: _____  |  |   |   |
| CONTACT NUMBER ( _____ ) _____   |  |   |   |

**CUSTOMER AUTHORIZATION: (AUTHORIZED SIGNATURE AND DATE MUST APPEAR BELOW)**

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
CONTACT NUMBER ( \_\_\_\_\_ ) \_\_\_\_\_ (IF DIFFERENT FROM ABOVE)

WHITE - AMERITECH

YELLOW - AMERITECH

PINK - PUBLISHER CONFIRMATION

GOLDENROD - PUBLISHER RECEIPT

**RETURN WHITE, YELLOW AND PINK COPIES - KEEP GOLDENROD AS YOUR RECEIPT.  
AMERITECH WILL RETURN PINK COPY TO PUBLISHER AS CONFIRMATION OF DATE PRODUCT EXTRACT SCHEDULED.**

*Specialists in White Page Directory Services*

## APPENDIX B

### LISTING INFORMATION

Listing Information may include any or all of the following information provided at the rates specified herein:

Base File Listings Include a snap shot of a particular date specified in a Request of the name, address and telephone number information of all residential and/or business telephone service telephone subscribers which appear in one or more Ameritech directories. All Base File charges apply on a per listing basis\*.

|   |        |
|---|--------|
| Per Listing Price for Base File Listings for Single Publication of Listing  | \$ .13 |
| Per Listing Price for Base File Listings for Publishing Listing in Multiple Directories or for Use in Building and Maintaining a Database | \$ .25 |
| Per Listing Price for Government Listings When Government Listings Are Separated from Business Listings                                   | \$1.00 |

New Connects Includes Subscriber Information on N and T orders, new installs and changes of address orders.

|             | Monthly | Weekly | Daily  |
|-------------|---------|--------|--------|
| Per Listing | \$.15   | \$.75  | \$1.25 |

#### Updates

Includes any changes in Subscriber Information through any completed service order activity.

|             | Monthly | Weekly | Daily  |
|-------------|---------|--------|--------|
| Per Listing | \$.50   | \$1.25 | \$1.75 |

#### Advance Listing Orders

Includes any changes in Subscriber Information as a result of any pending service order activity.

|             | Monthly | Weekly | Daily  |
|-------------|---------|--------|--------|
| Per Listing | \$.50   | \$1.25 | \$1.75 |

## II. Other Rates & Charges

Photocomposed Pages

Up to sixty pages \$5.00 each

Over sixty pages \$3.15 each

Special Programming Requests for non-standard extracts, e.g., sorted by street address

\$110.00 per hour of work time

\* Indiana listings are priced at \$.11 pursuant to regulations and orders by the State Regulatory agency of competent jurisdiction. In the event that it is determined by a Court of competent jurisdiction or by a State Commission that Ameritech is not required to offer Base File Listings at \$.11 per listing, Ameritech reserves the right, in its sole discretion to charge the relevant per listing price listed above.



2

LICENSE AGREEMENT  
FOR THE USE OF  
DIRECTORY PUBLISHER LISTS

THIS LICENSE AGREEMENT ("Agreement") is made by and between U S WEST Communications, Inc., a Colorado corporation ("USWC") and TELECOM \*USA PUBLISHING ("Client"). For the purposes of this Agreement, the addresses of the parties shall be those listed in Section 13, Notices.

FOR AND IN CONSIDERATION of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. GRANT AND SCOPE OF LICENSE

A. Subject to the terms of this Agreement, USWC grants to Client a non-exclusive, non-transferable (except as specifically allowed in an Exhibit) restricted license, for Client's use of Directory Publisher List Information as is more fully defined under the appropriate Exhibit for List(s).

B. Lists covered under this Agreement:

Exhibit A- Expanded Use Subscriber List(s) and Updates

Exhibit B- Subscriber List(s)

Exhibit C- One-Time Use of Delivery Lists

C. Listings shall be ordered by Client using the Order Form(s) attached to the Exhibit(s) to this Agreement. Client may submit additional or replacement Order Forms throughout the term of this Agreement in accordance with the terms contained in the associated Exhibit(s) and Order Form(s).

2. TERM

This Agreement shall become effective commencing DEC 1, 1996 and shall continue in effect for a term of three years, terminating DEC 1, 1999. Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party. Client agrees to reimburse USWC for any non-recoverable costs associated with an Order(s) (as determined by USWC's then current accounting method), incurred by USWC prior to the termination of that Order. The termination of an Order(s) or this Agreement shall not affect the obligations of either party to the other which have accrued prior to the effective date of the termination.

3. OTHER LOCAL EXCHANGE CARRIER OWNED LISTINGS

Some LEC's allow USWC to supply their Listings to Client without the LEC's prior approval. Other LEC's require Client to negotiate separate agreements with the LEC. In the latter event, Client must provide USWC the LEC's letter of authorization before

USWC can release the LEC's Listings. USWC will provide Listings to Client according to the directive(s) communicated in the LEC's letter of authorization. Client agrees to notify USWC in the event the agreement between Client and LEC is terminated. Upon USWC's receipt of such notification, USWC will no longer supply Client with Listings.

4. CLIENT RESPONSIBILITIES

A. Listing information will not include non-published or non-listed subscriber listings. In the event such information is provided or a subscriber elects non-published or non-listed status after the Listings have been provided to Client, Client then agrees not to publish any such non-published or non-listed listings, to the extent Client has been advised by USWC or the subscriber that such listings are non-published or non-listed. Client further agrees to remove from its compilation and not to publish in any future directories any listings which Client has been advised have become non-published or non-listed in the records of USWC. Client shall not use non-published and non-listed information in violation of any tariff, state PUC rule or state or federal law.

B. Delivery Lists include name and address of each residence or business subscriber who is to receive a telephone directory. Client's use of Delivery Lists is restricted to delivery of telephone directories.

C. Client agrees to abide by subscriber-requested restrictions on use, such as omit-from-marketing lists, omit-from-reverse directories or no telephone solicitation as noted under Client Responsibilities in the attached product exhibits.

D. Client agrees to take all appropriate security measures to guard against any unauthorized use of Information provided hereunder. Upon written request, Client agrees to advise USWC of the names of persons known by Client to have access to information provided and will permit USWC to inspect Client's premises to observe the manner in which said information is stored, processed, and used.

5. CHARGES FOR LIST(S)

Charges for Listing Information provided under this Agreement shall be pursuant to USWC's Price Schedule in effect at the time an Order is filled. Client shall pay all federal, state or local sales, use, excise, gross receipts or other taxes or tax like fees imposed on or charged upon the sums payable hereunder. The Price Schedule in effect at the time this Agreement was made is attached to the Exhibit(s) to this Agreement. It is understood that USWC may, at any time and at its sole discretion modify prices or product descriptions, provided, however, no increase in Price Schedules will become effective until after USWC has provided Client with sixty (60) days prior written notice. USWC reserves the right to require an advance payment for Client's license to use Information hereunder. If an advance payment is required, USWC will notify Client upon receipt of Client's Order.

6. PAYMENT AND LATE CHARGES

A. Amounts payable under this Agreement are due and payable within thirty (30) days after the date of USWC's invoice. Any amount not paid within thirty (30) days of the date of the applicable invoice shall bear a late charge equal to the lesser of:

- 1) The highest interest rate (in decimal value) which is allowed by law compounded daily for the number of calendar days from the payment due date to and including the date that Client actually makes the payment to USWC, or
- 2) 0.000454 per day compounded daily for the number of calendar days from the payment due date to and including the date that Client actually makes the payment to USWC, which would result in an annual percentage rate of 18%.

B. Client shall, within thirty (30) days of the receipt of the invoice, notify USWC in writing of the event of any dispute relating to the invoice. Should the dispute not be resolved by the invoice due date, Client shall, notwithstanding the continuing existence of the dispute, pay the invoice amount in accordance with the terms defined in this Agreement. If any adjustment is due Client, USWC shall reflect such adjustment on an invoice including interest at same rate as 6.A above, which shall be calculated from the date of payment to the adjustment date. Both parties shall retain such detailed information as may reasonably be required for resolution of the disputed amount during the duration of the dispute.

7. INDEMNIFICATION

In the event that any claim or any court action is filed against USWC or Client as a result of Client's use of information herein provided, Client agrees to indemnify and save harmless USWC against and with respect to any and all losses, damages, expenses (including but not limited to reasonable attorneys' fees) and all other liabilities arising, in whole or in part, from the filing of any such claim or court action against USWC or Client.

8. LIMITATION OF LIABILITY

USWC DOES NOT WARRANT OR GUARANTEE THE CORRECTNESS OR THE COMPLETENESS OF THE LISTING INFORMATION, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL USWC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES. IT IS EXPRESSLY AGREED THAT ANY LIABILITY, WILL BE LIMITED, ON A LISTING-BY LISTING BASIS, TO THE AMOUNT PAID BY CLIENT TO USWC FOR THAT LISTING OUT OF WHICH ANY LIABILITY AROSE.



9. TRADEMARKS

Neither party may use, for any purpose, the other party's name or logo, in any form or abbreviation, its trade name(s), trademarks, or service marks, nor may Client otherwise reveal USWC as the source of record information, without USWC's written consent.

10. FORCE MAJEURE

Neither of the parties shall be held responsible for delays, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, strike, war, civil disturbance, governmental requirements, or acts of God. For the purpose of this Agreement, "strike" shall be interpreted to mean a third party labor dispute affecting USWC's operations but, beyond USWC's control. List(s) shall be provided as soon as possible after the cessation of such cause, unless otherwise terminated as provided in this paragraph. If such condition occurs and results in a delay in performance of a Party's obligations for more than sixty (60) calendar days, the other Party may by providing written notice, terminate this Agreement.

11. PROPERTY RIGHTS

Client acquires no ownership interest in any information by virtue of the license granted in this Agreement.

12. DEFAULT

A. If either party defaults in the performance of any obligation under this Agreement and such default is not cured within fifteen (15) days of written notice thereof, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party.

B. Client will be liable to USWC for damages arising out of Client's unauthorized use(s) of information, and shall bear all expenses of collection, including costs and attorneys' fees.

13. NOTICES

Except as otherwise provided under this Agreement, all notices, demands or requests which may be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person or after being deposited, postage prepaid, in the United States mail and addressed as follows:

TELECOM \*USA PUBLISHING  
201 3 Av SE, Suite 500  
Cedar Rapids, IA 52401-1535  
Attn: Stacey Stuefen

U S WEST Communications, Inc.  
1314 DOTM, 3rd Floor  
Omaha, Nebraska 68102  
Attn: Barb Sandel

If personal delivery is selected as the method of giving notice under this section, a receipt of such delivery shall be obtained. Either party may change its representative by giving thirty (30) days written notice to the other party.

14. ASSIGNMENT

Either party may assign its rights and obligations hereunder, or any portion thereof, to a parent corporation, or a subsidiary of a parent corporation, upon prior written notification to the other party. Any other assignment or attempted transfer by Client is prohibited.

15. NON-WAIVER

A failure, on any occasion, by either party to enforce or insist upon compliance with any provision of this Agreement, shall not constitute a general waiver of its right to enforce that or any other provision of this Agreement on any other occasion.

16. CONFIDENTIALITY

A. As used herein, "Confidential Information" shall mean all information identified as such by USWC. Client shall not disclose Confidential Information to anyone except employees, agents, consultants or subcontractors of Client to whom disclosure is necessary for the purposes set forth in this Agreement. Client shall appropriately notify said party that disclosure is made in confidence and must be kept in confidence in accordance with this Agreement.

B. The parties shall maintain a record capable of producing an audit trail for all Confidential Information exchanged under this Agreement.

17. LAWFULNESS

This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. This Agreement shall only be effective when mandatory regulatory filing requirements are met, if applicable. If a court or a governmental agency with proper jurisdiction determines that this Agreement, or a provision of this Agreement, is unlawful, this Agreement, or that provision of this Agreement shall terminate on written notice to the customer to that effect. If a provision of this Agreement is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

18. AMENDMENT

This Agreement may be amended only by a written document signed by both parties.

19. JURISDICTION

This Agreement and the obligations of the parties hereunder shall be construed and governed in accordance with the laws of the State of Colorado.

20. DISPUTE RESOLUTION

All claims arising out of this Agreement shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator engaged in the practice of law. The arbitrator's decision and award shall be final and binding and may be entered in any court with jurisdiction.

21. COMPLETE AGREEMENT

This Agreement, together with all attachments, constitutes the entire understanding of the parties with respect to the use and provision of List(s) provided hereunder. Neither party will be bound by any other representations.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the last date written below.

TELECOM \*USA PUBLISHING

U S WEST COMMUNICATIONS, INC.

\_\_\_\_\_  
SIGNATURE

Barbara Sandel  
SIGNATURE

\_\_\_\_\_  
NAME

Barbara Sandel  
NAME

\_\_\_\_\_  
DATE

9/24/96  
DATE

## **EXHIBIT A**

### **EXPANDED USE SUBSCRIBER LIST**

This Exhibit A describes EXPANDED USE SUBSCRIBER LIST (EUSL), which shall be provided to Client under the license granted by USWC. EUSL Reloads and EXPANDED USE UPDATES (EUU) are available in conjunction with EUSL, as described in Exhibits A-1 and A-2.

#### **DESCRIPTION OF EUSL**

Expanded Use Subscriber Listing Information consists of subscriber name, address, telephone number, and other related elements for the geographical area and market (i.e., business or residence) selected by Client. This listing information is provided in the List File supplied to Client. A Straight Line Update (SLU) and Caption File may also be provided to Client. It provides a publisher of alphabetical white page listings instructions for the proper grouping of SLU and Caption Headers and Indents.

EUSL will not include USWC's subscribers with non-published or non-listed telephone service. Accounts with special subscriber-requested restrictions are marked accordingly and Client is required to honor such restrictions in accordance with the terms of this Agreement.

Client may purchase EUSL on a one-time basis, on a directory-by-directory basis, or Client may purchase EUSL on a per list basis.

#### **CONDITIONS OF USE**

- A. List(s) are licensed by USWC for Client's use for any lawful purpose in Client's daily business operations and for sublicensing by Client, subject to the terms and conditions set forth in this Exhibit and Agreement.
- B. Use of SLU/Caption File on a stand-alone basis is prohibited.
- C. Client will honor all subscriber-requested restrictions noted on marked accounts at the time of the delivery of EUSL. Listings for subscribers who have requested restrictions will include coding to designate limitations of usage such as omit-from-all-marketing lists and from reverse directories, omit-from-telemarketing lists, or will include coding to designate the requirement on Client's part to print the phrase "No Solicitation Calls" in the directory or an indicator by the specific listing.

#### **RIGHT TO SUBLICENSE**

- A. Client shall have the right to sublicense any Information supplied under this Agreement to any person including, but not limited to, Client's subsidiaries, for any lawful purpose in the sublicensee's business operation.

- B. With respect to subscriber-requested restrictions noted on marked accounts at the time of delivery of the Subscriber Listing Information to Client, Client will include the obligations of the Agreement which have been identified in this Exhibit in its sublicenses. Client agrees to include the obligations described in paragraphs 7-INDEMNIFICATION, 8-LIMITATION OF LIABILITY, 9-TRADEMARKS, 11-PROPERTY RIGHTS, and 19-JURISDICTION, of this Agreement in its sublicenses.

#### CLIENT RESPONSIBILITIES

- A. EUSL does not include USWC subscribers with non-published or non-listed telephone service. In the event a subscriber elects non-published or non-listed status after the EUSL Information has been provided to Client, then Client agrees not to publish the listing and to remove it from Client's data base in accordance with written instructions received from either the subscriber or USWC.
- B. Client agrees to honor subscriber requested restrictions on use.
- C. Upon written request, Client agrees to advise USWC of the names of persons known by Client to have access to information provided hereunder and will permit USWC to inspect Client's premises to observe the manner in which said Information is stored, processed, and used.

DELIVERY SCHEDULE USWC will deliver Information within thirty (30) days of receipt of an Order Form.

CHARGES Priced per current Price Schedule.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the last date written below.

TELECOM \*USA PUBLISHING

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

U S WEST COMMUNICATIONS, INC.

Barbara Sandel  
SIGNATURE

Barbara Sandel  
NAME

9/24/96  
DATE

## **EXHIBIT A-1**

### **EXPANDED USE SUBSCRIBER LIST Reload Pricing Arrangement**

This Exhibit A-1 describes EUSL Reload Pricing Arrangement (EUSL Reload) which shall be provided to Client under the license granted by USWC.

#### **DESCRIPTION OF EUSL RELOAD**

EUSL Reload provides Client the capability to validate, synchronize, or reconcile Client's EUSL-related database.

EUSL Reload Information consists of subscriber name, address, telephone number, and other related elements for the geographical area and market (i.e., business or residence) selected by Client. This Listing information is provided in the List File supplied to Client. A Straight Line Update (SLU) and Caption File may also be provided to Client. It provides a publisher of alphabetical white page listings instructions for the proper grouping of Straight Line Listings and Caption Headers and Indents.

EUSL will not include USWC's subscribers with non-published or non-listed telephone service. Accounts with special subscriber-requested restrictions are marked accordingly and Client is required to honor such restrictions in accordance with the terms of this Agreement.

#### **CONDITIONS OF USE**

To be eligible to purchase EUSL Reload, Client must be licensed to use the Expanded Use Subscriber List in accordance with Exhibit A of the Agreement, and must concurrently be licensed for the simultaneous use of Expanded Use Updates in accordance with Exhibit A-2, in the geographical area and market selected for EUSL Reload. EUSL Reload is subject to applicable terms of the EUSL and EUU licenses.

#### **EUSL RELOAD SERVICE ELEMENTS**

EUSL Reload may be purchased by Client in the formats listed below.

- A. If Client licenses both EUSL and EUU for the same geographical area or market, Client will be entitled to EUSL Reloads as follows:
  - 1. EUSL Reload may consist of all listings in the same geographical area or market.
  - 2. EUSL Reload may consist of listings for a specific Target Community, Area Code, Prefix selection, or types of Records within the same area/market.
- B. If Client licenses EUSL to build a database, and EUU to update only a segment of that database, Client will be entitled to purchase EUSL Reload solely for that EUU update

segment. Client will be charged EUSL Reload pricing for the EUU update segment only.

- C. If Client licenses EUSL Reloads which have not been simultaneously maintained with the applications of EUU's, Client will pay standard EUSL rates per listing.

CHARGES Priced per current Price Schedule

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the last date written below.

TELECOM \*USA PUBLISHING

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

U S WEST COMMUNICATIONS, INC.

Barbara Sandel  
SIGNATURE

Barbara Sandel  
NAME

9/24/96  
DATE

## **EXHIBIT A-2**

### **EXPANDED USE UPDATES**

This Exhibit A-2 describes EXPANDED USE UPDATES (EUU) which shall be provided to Client under the license granted by USWC.

#### **DESCRIPTION OF EUU**

EUU provides Client transactions that denote change activity in subscriber listings. EUU transactions are generated by such activities as name, address, telephone number changes, new connects or disconnects, moves, additions or changes of subscriber-requested restrictions or changes in a data element on the subscriber record. This listing information is provided in the List File supplied to Client. A Straight Line Update (SLU) and Caption File may also be provided to Client. It provides a publisher of alphabetical white page listings instructions for the proper grouping of SLU and Caption Headers and Indents.

EUU will not include USWC subscriber listings with non-published or non-listed telephone service. Accounts with special subscriber-requested privacy restrictions are marked accordingly, and Client is required to honor such restrictions in accordance with the terms of this Agreement.

Listings which have changed to non-published or non-listed service will be portrayed as disconnect EUU transactions.

#### **CONDITIONS OF USE**

- A. EUU is licensed by USWC for Client's use for any lawful purpose in Client's daily business operations and sublicense by Client, subject to the terms and conditions set forth in this Exhibit and Agreement. Client is required to honor those subscriber-requested restrictions as noted on marked accounts.
- B. Use of SLU/Caption File on a stand-alone basis is prohibited.
- C. Client will honor all subscriber-requested restrictions noted on marked accounts within the List File at the time of the delivery of EUU. Listings for subscribers who have requested restrictions will include coding to designate limitations of usage such as omit-from-all-marketing lists and from reverse directories, omit-from-telemarketing lists, or will include coding to designate the requirement on Client's part to print the phrase "No Solicitation Calls" in the directory or an indicator beside the specific listing.

#### **RIGHT TO SUBLICENSE**

- A. Client shall have the right to sublicense any Information supplied under this Agreement to any person including, but not limited to, Client's subsidiaries, for any lawful purpose in the sublicensee's business operation. SLU/Caption File List Information may not be re-sold on a stand-alone basis.



- B. With respect to subscriber-requested restrictions noted on marked accounts at the time of delivery of EUU Information to Client, Client will include the obligations of the Agreement which have been identified in this Exhibit in its sublicenses. Client agrees to include the obligations in paragraphs 7-INDEMNIFICATION, 8- LIMITATION OF LIABILITY, 9-TRADEMARKS, 11-PROPERTY RIGHTS, and 19-JURISDICTION, of this Agreement in its sublicenses.

#### CLIENT RESPONSIBILITIES

- A. EUU will not include USWC subscribers with non-published or non-listed telephone service. In the event a subscriber elects non-published or non-listed status after the EUU Information has been provided to Client, then Client agrees not to publish the listing and to remove it from Client's data base in accordance with written instructions received from either the subscriber or USWC.
- B. Client agrees to honor subscriber requested restrictions on use.
- C. Upon written request, Client agrees to advise USWC of the names of persons known by Client to have access to information provided hereunder and will permit USWC to inspect Client's premises to observe the manner in which said Information is stored, processed, and used.

#### DELIVERY SCHEDULE

USWC transactions are extracted daily and will be shipped to Client at the frequency requested on the Order Form. USWC will deliver Information within thirty (30) days of receipt of an Order Form.

CHARGES Priced per current Price Schedule.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the last date written below.

TELECOM \*USA PUBLISHING

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

U S WEST COMMUNICATIONS, INC.

Barbara Sandel

SIGNATURE

Barbara Sandel

NAME

9/24/96

DATE

## **EXHIBIT A-3**

### **EXPANDED USE UPDATES Limited Use Options**

This Exhibit A-3 describes EXPANDED USE UPDATES FOR BUSINESS-ONLY YELLOW PAGE SALES LEADS (EUU-YP) which shall be provided to Client under the license granted by USWC.

#### **DESCRIPTION OF EUU-YP**

EUU-YP provides Client transactions that denote change activity in subscriber listings. EUU-YP transactions are generated by such activities as name, address and telephone number changes, new connects or disconnects, moves, additions or changes of subscriber-requested restrictions or changes in a data element on the subscriber record.

EUU-YP will not include USWC subscriber listings with non-published or non-listed telephone service. Accounts with special subscriber-requested privacy restrictions are marked accordingly, and Client is required to honor such restrictions in accordance with the terms of this Agreement.

Listings which have changed to non-published or non-listed service will be portrayed as disconnect EUU transactions.

#### **CONDITIONS OF USE**

- A. EUU-YP is licensed by USWC solely for Client's use in obtaining sales leads for Yellow Page advertising in the telephone directory. EUU-YP shall not be used for publishing white pages.
- B. Client will honor all subscriber-requested restrictions noted on marked accounts within the List File at the time of the delivery of EUU. Listings for subscribers who have requested restrictions will include coding to designate limitations of usage such as omit from all marketing lists and from reverse directories, omit from telemarketing lists, or will include coding to designate the requirement on Client's part to print the phrase "No Solicitation Calls" in the directory or an indicator beside the specific listing.
- C. On listings with subscriber-requested restrictions such as no marketing or solicitation, Client may contact subscriber to determine appropriate yellow pages headings under which subscriber's listing is to be placed, but may not contact subscriber for the purpose of soliciting advertising.

#### **RIGHT TO SUBLICENSE**

Client may not sublicense EUU-YP.

### CLIENT RESPONSIBILITIES

- A. EUU-YP will not include USWC subscribers with non-published or non-listed telephone service. In the event a subscriber elects non-published or non-listed status after the EUU Information has been provided to Client, then Client agrees not to publish the listing and to remove it from Client's data base in accordance with written instructions received from either the subscriber or USWC.
- B. Client agrees to honor subscriber-requested restrictions on use as described in this Exhibit under Conditions of Use.
- C. Upon written request, Client agrees to advise USWC of the names of persons known by Client to have access to information provided hereunder and will permit USWC to inspect Client's premises to observe the manner in which said Information is stored, processed, and used.

### DELIVERY SCHEDULE

USWC transactions are extracted daily and will be shipped to Client at the frequency requested on the Order Form. USWC will deliver Information within thirty (30) days of receipt of an Order Form.

CHARGES Priced per current Price Schedule

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the last date written below.

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U S WEST COMMUNICATIONS, INC.

Barbara Sandel  
SIGNATURE

Barbara Sandel  
NAME

9/24/96  
DATE

**EXHIBIT B**  
**SUBSCRIBER LIST(S)**

This Exhibit B describes SUBSCRIBER LIST(S) which shall be provided to Client under the license granted by USWC.

**DESCRIPTION OF LIST**

- A. USWC will provide Client with listing information in white page directory format. Client shall be restricted to using the listing information only for the compilation, publication and distribution of Client's printed, voice or electronic directories named on the Order Form for the specific areas identified.
- B. Subscriber listing information consists of USWC's subscriber listed name, address, and telephone number for the geographic areas selected by client as contained in USWC's Customer Listing Databases.
- C. The computer and magnetic tape formats in which subscriber listing information will be furnished shall be agreed upon by USWC and Client, dependent, however, upon the format(s) available and in use by USWC.

**DEFINITIONS**

- A. Subscriber List(s). - Business and/or residence subscriber listings in white page directory format, include caption arrangements; not for resale.
- B. Cutover List. When there is a central office conversion, an "old number/new number" list can be provided. This cutover list is only available in conjunction with a Subscriber List Order and is to be used for Clients internal use. Listings may only be used for the compilation, publication and distribution of a printed, voice or electronic directory, not for resale.
- C. No Solicitation Calls. Where subscribers have so requested, Information will include coding to indicate that a symbol and/or phrase designating "No Solicitation Calls" is to be printed in Client's directory.
- D. Government Listings. Name, address and telephone number of recognized government agencies, (city, county, state, federal). Listings are manually extracted from subscriber database and placed in separate government sections. Client identifies which government entities are to be included in Client's directory, this information is not for resale. Client specifies the sequencing arrangement of those listings.

- E. Proofs. First and Final Copies - A printout of first and final versions for proofing and internal use, not for publication, shall be offered in a format the same as or different from published product.

CLIENT RESPONSIBILITIES

- A. To reduce the potential for outdated publications, Client shall publish the listing information, subject to this Agreement for any area(s) for which listing information is requested, within a reasonable time after such listing information has been provided to Client by USWC.
- B. Client shall resolve all customer complaints regarding listing errors or omissions in Client's Telephone Directories.
- C. Client agrees to honor those subscriber-requested restrictions as noted on marked accounts, and agrees to print No Solicitation Call symbols and/or phrase on listings where applicable.
- D. Client shall, at its expense, furnish USWC a copy of each version of the published directories, containing the listing information covered herein, within ten (10) days after publication. The mailing address is:

U S WEST Communications, Inc.  
1314 DOTM, 3rd Floor  
Omaha, Nebraska 68102  
Attn: Barb Sandel

DELIVERY SCHEDULE

USWC will deliver Information within thirty (30) days of receipt of an Order Form.

CHARGES Priced per current Price Schedule.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the last date written below.

TELECOM \*USA PUBLISHING

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

U S WEST COMMUNICATIONS, INC.

Barbara Sandel  
SIGNATURE

Barbara Sandel  
NAME

9/24/96  
DATE

**EXHIBIT C**  
**ONE-TIME USE OF DELIVERY LISTS**

This Exhibit C describes ONE-TIME USE OF DELIVERY LIST(S) which shall be provided to Client under this license granted by USWC.

**DESCRIPTION OF LIST(S)**

USWC will grant Client the use of USWC's List(s), which include USWC's subscriber name, address, and telephone number information, as detailed on the Delivery List(s) Order Form(s). Lists will exclude non-published and non-listed telephone numbers, public and semi-public listings.

**CLIENT RESPONSIBILITIES**

Client shall be restricted to using Delivery Lists solely for the purpose of delivering Client's named directory.

**AUTHORIZED USAGE**

- A. Client may use the List(s) in a computer merge-purge operation for the sole purpose of eliminating duplicate names, addresses, telephone numbers on delivery lists, and to compare the List(s) with other information for the sole purpose of selecting or suppressing certain parts of the List(s) for delivery.
- B. At Client's discretion, Client may include unbound promotional materials or packets of information with the directories to be delivered.
- C. Client agrees that USWC shall not be held responsible for any claim or action filed against Client or USWC as a result of any unbound advertising or packets of information Client includes with the directories.

**UNAUTHORIZED USAGE**

Unauthorized uses of the list include, but are not limited to, the following:

- A. Use the list for any purpose other than delivery of a directory;
- B. To use the List(s) to establish a database;
- C. Using the List(s) in any merge-purge or matching process to tag or code other names, addresses, telephone numbers on other lists or files;
- D. Addition of telephone numbers from the List to another List;

- E. Appending information from the List(s) to Client's house list;
- F. Collecting, transferring or tagging information from the List(s) at a geographic level (such as zip code, state, house, apartment, suite numbers, etc.);
- G. Retention by Client or its service bureau of any full or match code version of names and addresses from the List(s) for purposes of pre-screening, qualifying or segmenting other List(s).

DELIVERY SCHEDULE

Normal production time is seven (7) working days from the date an order is accepted by USWC until it is shipped. Where multiple orders are involved, USWC will notify Client when a requested delivery date cannot be met.

CHARGES Priced per current Price Schedule.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the last date written below.

TELECOM \*USA PUBLISHING

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

U S WEST COMMUNICATIONS, INC.

Barbara Sandel  
SIGNATURE

Barbara Sandel  
NAME

9/24/96  
DATE



## U S WEST COMMUNICATIONS ORDER FORM

☐ Subscriber List    ☐ Exchange Carrier List    ☐ Government Lists  
☐ Expanded Use Subscriber List    ☐ Expanded Use Updates  
☐ Expanded Use Updates-Limited Use

|                        |                        |
|------------------------|------------------------|
| Bill To:               | Date: _____            |
| Client _____           | USWC Contact _____     |
| Attention _____        | Address _____          |
| Address _____          | City/State/Zip _____   |
| City/State/Zip _____   | Telephone Number _____ |
| Telephone Number _____ |                        |

|  |                  |
|--|------------------|
| Ship Via: Overnight <input type="checkbox"/> U S Mail <input type="checkbox"/> | Issue Date _____ |
| Ship To: _____   |                  |
| Attention _____  | Due Date _____   |
| Address _____  | Signature _____  |
| City/State/Zip _____   |                  |
| Telephone Number _____   |                  |

|                     |  |
|---------------------|--|
| USWC Listings _____ | Exchange Carrier Listings _____<br>(Independent) |
|---------------------|--|

Enter Exchange Name and Area Code/Prefixes for which you need listings below. Please attach sheet if you need additional space.

|                     |                            |
|---------------------|----------------------------|
| Exchange Name _____ | Area Code/Prefix(es) _____ |
|---------------------|----------------------------|

Highspeed Printout \_\_\_\_\_

Number of Copies \_\_\_\_\_  
(charge applies)

Cartridge Tape \_\_\_\_\_